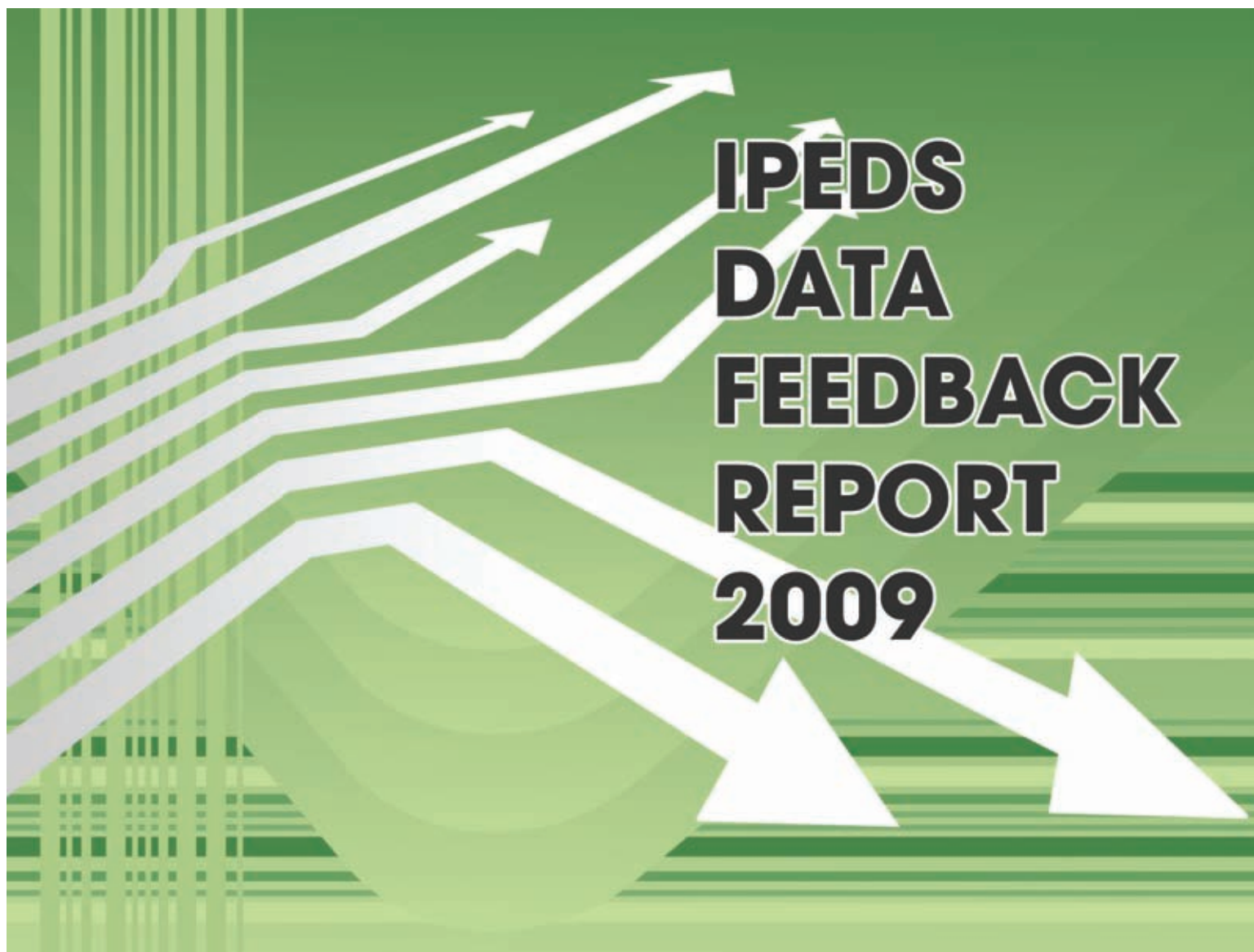


# NATIONAL CENTER FOR EDUCATION STATISTICS



***Watkins College of Art & Design  
Nashville, TN***



The Integrated Postsecondary Education Data System (IPEDS) is the nation's core postsecondary education data collection program. It is a single, comprehensive system designed to encompass all institutions and educational organizations whose primary purpose is to provide postsecondary education. For additional information see <http://nces.ed.gov/ipeds>.



# IPEDS DATA FEEDBACK REPORT

October, 2009

Dear Institutional Executive:

The National Center for Education Statistics is pleased to provide you with your institution's annual **IPEDS Data Feedback Report**. The report compares data provided by your institution in 2008-09 through the Integrated Postsecondary Education Data System (IPEDS) to data for a similar group of institutions. Like last year, your institution was given the opportunity to select its own comparison group. We strongly encourage institutions to take advantage of the opportunity to select the other institutions to which they want to be compared in the report, as they generally find the report more informative. If your institution did not submit its own group, IPEDS identified a comparison group for you (see the list toward the back of this report for the institutions in your comparison group).

I also encourage you to visit the IPEDS Executive Peer Tool (ExPT) at <http://nces.ed.gov/ipeds/datacenter/>. Not only can you download a PDF of this report as it was sent to you, you can also select a different comparison group and recreate the full report in PDF format. In addition, there are a number of extra figures available in the ExPT that are not included in your original report.

Thank you for supporting IPEDS throughout the data collection process. Without your support and the high quality data that your institution provides, these reports would not be possible. If you have any comments on how we can improve the Data Feedback Report or the ExPT, please send them to [ipedsdatafeedback@ed.gov](mailto:ipedsdatafeedback@ed.gov).

Best regards,



Elise S. Miller  
IPEDS Program Director

## What Is IPEDS?

The Integrated Postsecondary Education Data System (IPEDS) is a system of survey components that collects data from nearly 6,700 institutions across the United States whose primary purpose is to provide postsecondary education. IPEDS collects institution-level data on students (enrollment and graduation rates), student charges, program completions, faculty, staff, and finances.

These data are used at the federal and state level for policy analysis and development; at the institutional level for benchmarking and peer analysis; and by students and parents, through the College Navigator (<http://collegenavigator.ed.gov>), to aid in the college search process. For more information about IPEDS, see <http://nces.ed.gov/ipeds>.

## What Is the Purpose of This Report?

The Data Feedback Report is intended to provide institutions a context for examining the data they submitted to IPEDS. Our goal is to produce a report that is useful to institutional executives and that may help improve the quality and comparability of IPEDS data.

## What Is in This Report?

The figures provided in this report are those suggested by the IPEDS Technical Review Panel. They were developed to provide selected indicators and data elements for your institution and a comparison group of institutions. The figures are based on data collected during the 2008-09 IPEDS collection cycle and are the most recent data available. Additional information about these indicators is provided in the Methodological Notes at the end of the report. Following the figures is a list of the institutions in your comparison group and the criteria used for their selection. Please refer to "Comparison Group" in the Methodological Notes for more information.

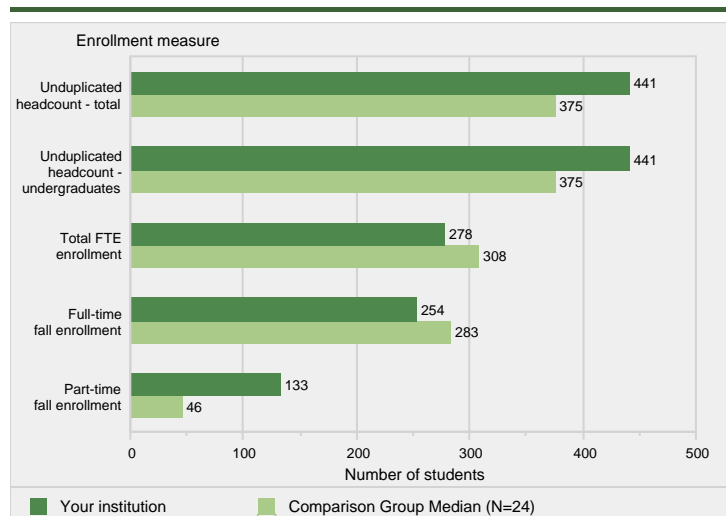
## How Can I Use This Report?

Upon receiving your Data Feedback Report (DFR), we strongly encourage you to discuss its contents with your institution's IPEDS keyholder, or other institutional research professionals. Keyholders, appointed by institutional executives, coordinate the institution's IPEDS data submission, frequently working with colleagues across the institution to ensure timely and accurate reporting. Your keyholder can answer questions about how IPEDS data are submitted, how individual indicators are defined, and how to interpret differences between your institution and the group to which it was compared. She or he can also assist you in identifying more appropriate comparison groups, if needed. After discussing the DFR with your keyholder, we encourage you to share it with your campus leadership team. With their assistance, other ways to make use of the DFR can be considered, including how to appropriately incorporate the DFR into existing strategic planning efforts and whether to share parts of the DFR with on- and off-campus stakeholders, including students, staff, faculty, governance board members, community leaders, media, and state and local officials. We are committed to ensuring the DFR is useful to campus executives. If after working with the DFR you have suggestions for future improvements, please send them to [ipedsdatafeedback@ed.gov](mailto:ipedsdatafeedback@ed.gov).

## Where Can I Do More with IPEDS Data?

The Executive Peer Tool (ExPT), available through the IPEDS Data Center (<http://nces.ed.gov/ipeds/datacenter/>), is designed to provide campus executives easy access to institutional and comparison group data. Using the ExPT, you can produce reports using different comparison groups and access a wider range of IPEDS variables.

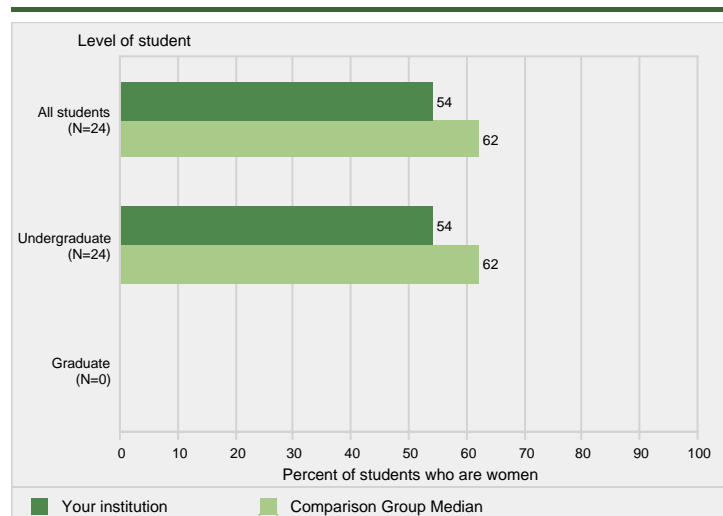
**Figure 1. Unduplicated 12-month headcount of all students and of undergraduate students, total FTE enrollment (academic year 2007-08), and full- and part-time fall enrollment (Fall 2008)**



NOTE: For details on calculating full-time equivalent (FTE) enrollment, see Calculating FTE in the Methodological Notes at the end of this report. Total headcount, FTE, and full- and part-time fall enrollment include both undergraduate and postbaccalaureate students, when applicable. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, 12-month Enrollment component and Spring 2009, Fall Enrollment component.

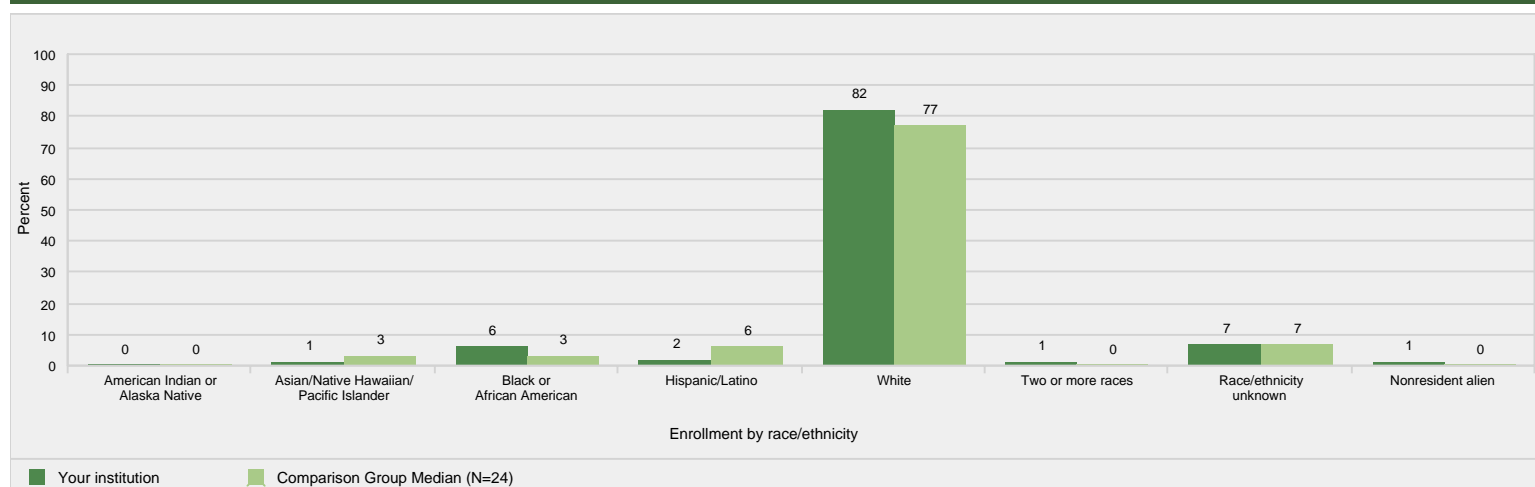
**Figure 2. Percent of students enrolled who are women, by level of student: Fall 2008**



NOTE: N is the number of institutions in the comparison group. At least three values in the comparison group are required to calculate the median.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

**Figure 3. Percent of all students enrolled, by race/ethnicity: Fall 2008**

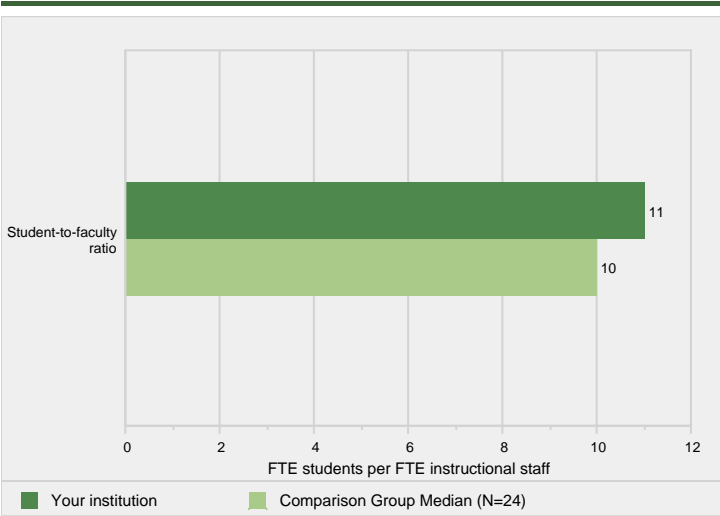


NOTE: For this survey year, institutions could report race and ethnicity using both 1977 (old) and 1997 (new) Office of Management and Budget categories. Categories shown in this figure are derived by adding comparable categories from both old and new; however, the "Two or more races" category appears only in the 1997 version. For more information about disaggregation of data by race and ethnicity, please see the Methodological Notes at the end of this report. Median values for the comparison group may not add to 100 percent. See "Use of Median Values for Comparison Group" in the Methodological Notes at the end of this report for how median values are determined. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

# IPEDS DATA FEEDBACK REPORT

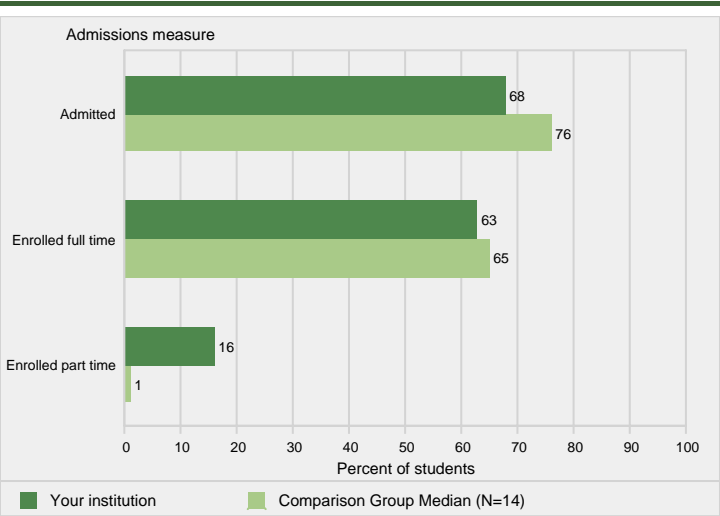
Figure 4. Student-to-faculty ratio: Fall 2008



NOTE: Student-to-faculty ratio data is presented only for institutions that have undergraduate students; graduate only institutions are not included. For details on how the ratio is calculated, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

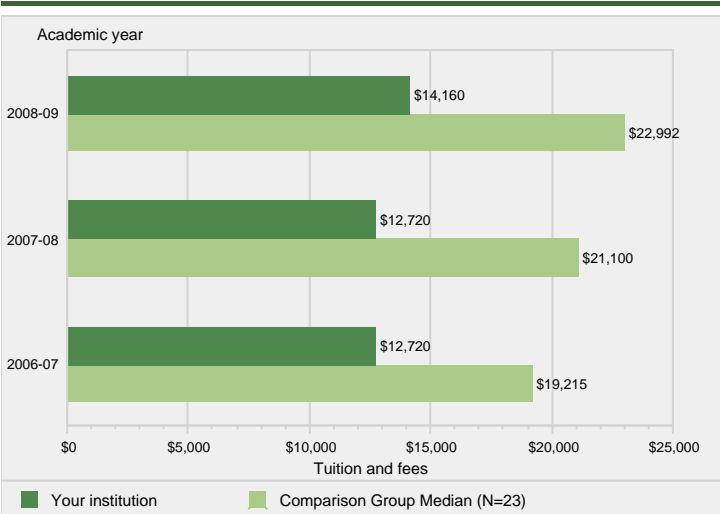
Figure 5. Percent of applicants admitted, and percent of admissions enrolled by full- and part-time status: Fall 2008



NOTE: Admissions data are presented only for institutions that do not have an open admission policy, and apply to first-time, degree/certificate-seeking undergraduate students only. For more information, see the Methodological Notes. Median values for the comparison group may not add to 100 percent. See "Use of Median Values for Comparison Group" for how median values are determined. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Institutional Characteristics component.

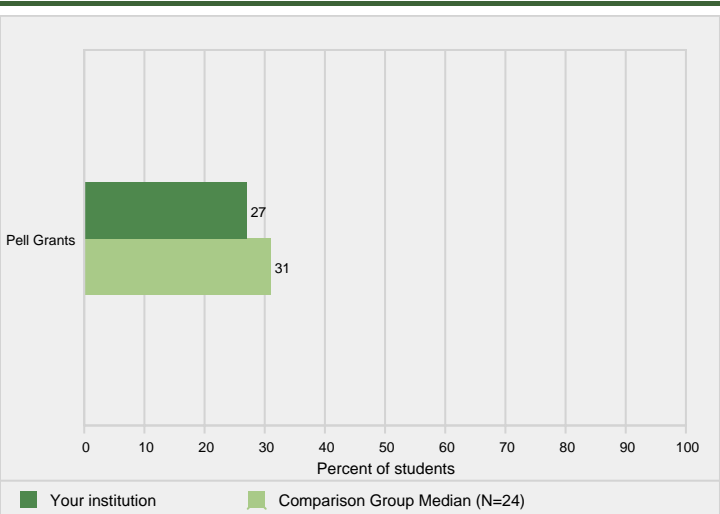
Figure 6. Academic year tuition and required fees for full-time, first-time, degree/certificate-seeking undergraduates: 2006-07–2008-09



NOTE: The tuition and required fees shown here are the lowest reported from the categories of in-district, in-state, and out-of-state. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Institutional Characteristics component.

Figure 7. Percent of students receiving Pell grants: 2007-08

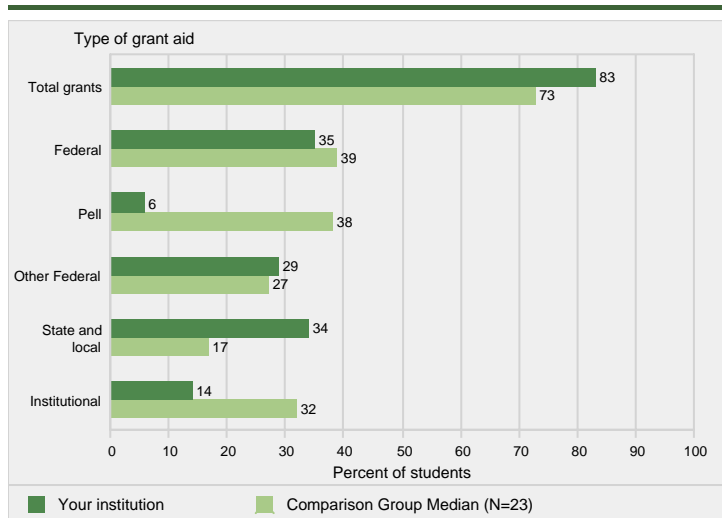


NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Student Financial Aid component.



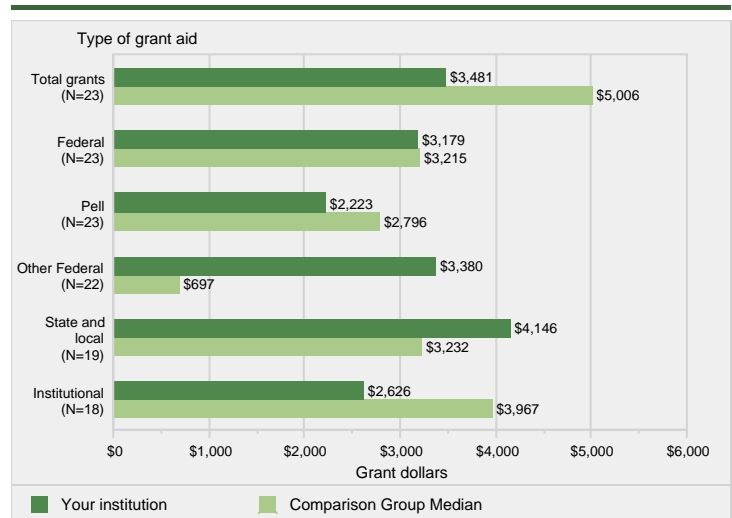
**Figure 8. Percent of full-time, first-time, degree/certificate-seeking undergraduate students receiving Federal, State/local, and Institutional grant aid, by type of grant: 2007-08**



NOTE: Pell Grants and Other Federal Grants are included in Federal Grants above. For details on how students are counted for financial aid reporting, see Cohort Determination for Reporting Student Financial Aid and Graduation Rates in the Methodological Notes at the end of this report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Student Financial Aid component.

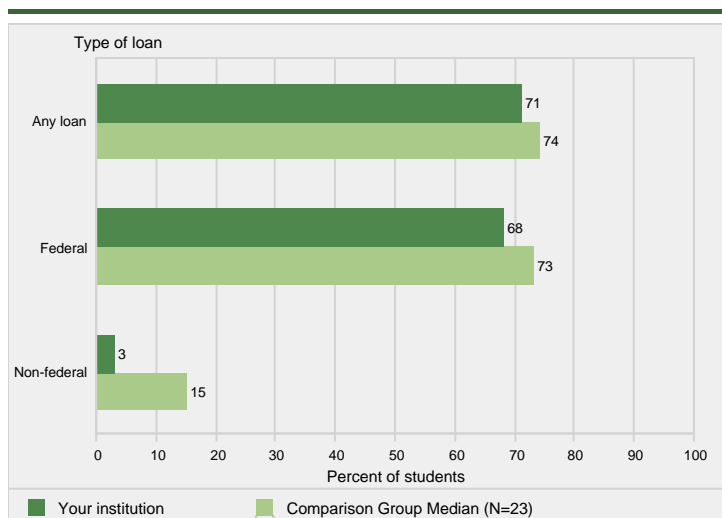
**Figure 9. Average amounts of Federal, State/local, and institutional grant aid received by full-time, first-time, degree/certificate-seeking undergraduates, by type of grant: 2007-08**



NOTE: Pell Grants and Other Federal Grants are included in Federal Grants above. Average grant values were calculated by dividing the total grants awarded by the total number of recipients in each institution. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Student Financial Aid component.

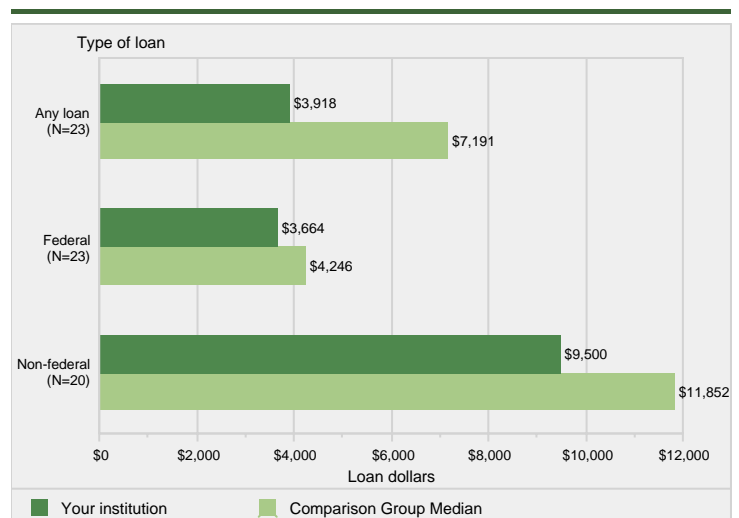
**Figure 10. Percent of full-time, first-time, degree/certificate-seeking undergraduate students receiving loans, by type of loan: 2007-08**



NOTE: For details on how students are counted for financial aid reporting, see Cohort Determination for Reporting Student Financial Aid and Graduation Rates in the Methodological Notes at the end of this report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Student Financial Aid component.

**Figure 11. Average amounts of loans received by full-time, first-time, degree/certificate-seeking undergraduates, by type of loan: 2007-08**

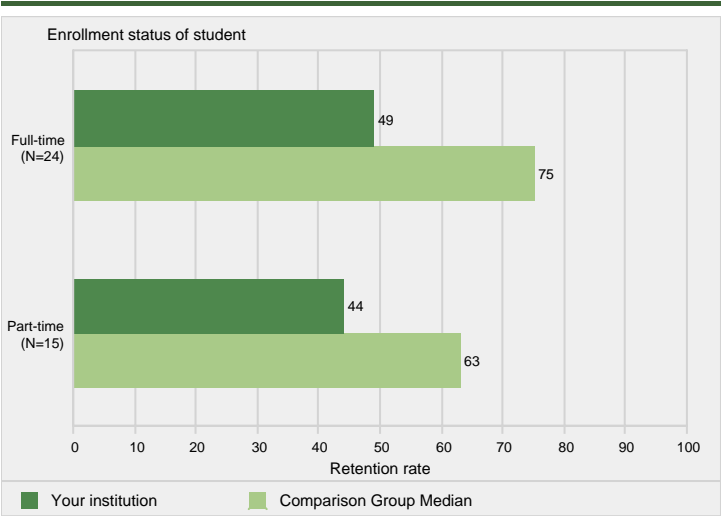


NOTE: Average loan values were calculated by dividing the total loans awarded by the total number of recipients in each institution. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Student Financial Aid component.

IPEDS DATA FEEDBACK REPORT

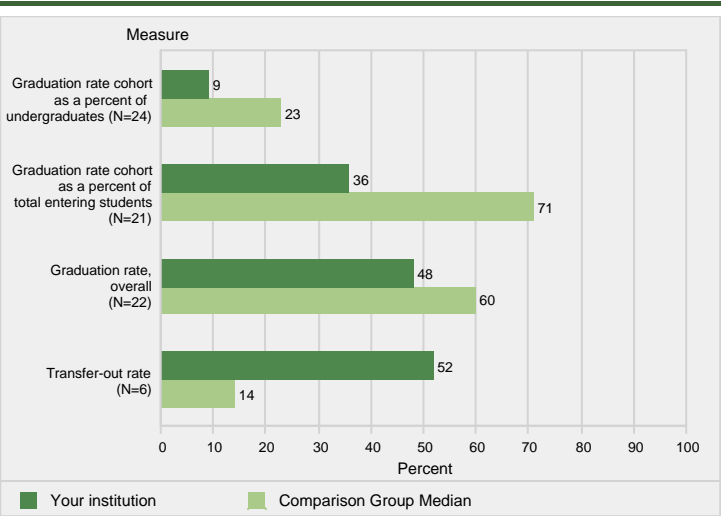
Figure 12. Retention rates of first-time, degree/certificate-seeking undergraduate students, by enrollment status: Fall 2008



NOTE: Retention rates are measured from the fall of first enrollment to the following fall. 4-yr institutions report retention rates for students seeking a bachelor's degree. For more information, see the Methodological Notes at the end of this report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

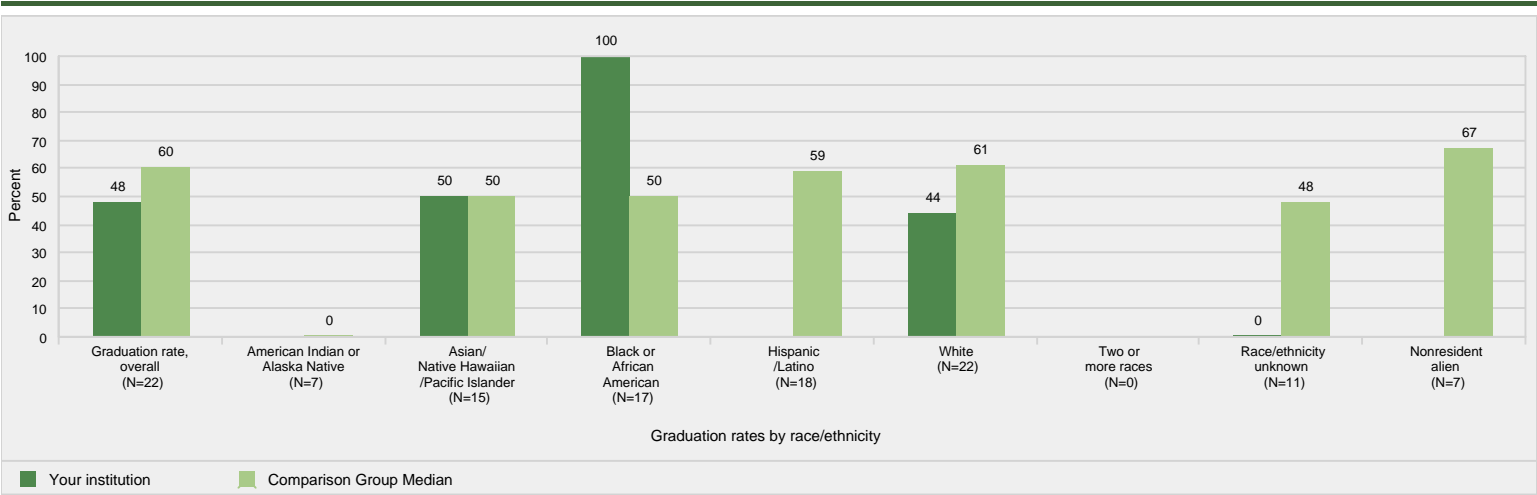
Figure 13. Graduation rate cohort as a percent of all undergraduates and as a percent of total entering students (Fall 2008); graduation rate and transfer-out rate (2002 cohort)



NOTE: Graduation rate cohort includes all full-time, first-time, degree/certificate-seeking undergraduate students. Entering class includes all students coming to the institution for the first time. Only institutions with a mission to prepare students to transfer are required to report transfers out. Graduation and transfer-out rates are the Student Right-to-Know rates. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Graduation Rates component and Fall Enrollment component.

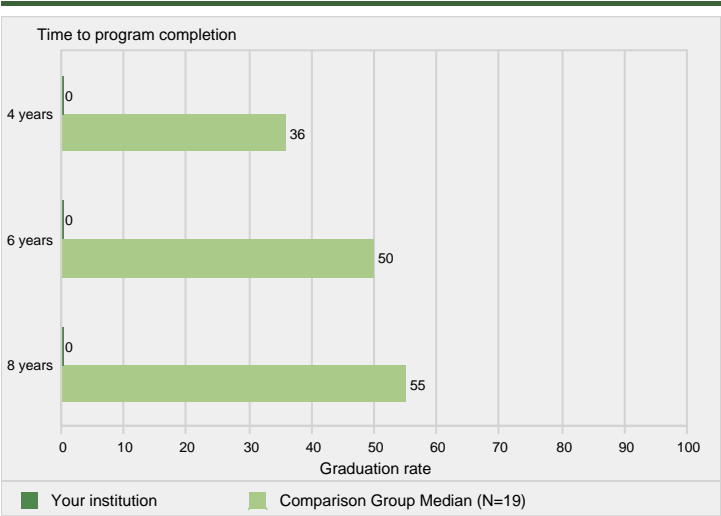
Figure 14. Graduation rates of full-time, first-time, degree/certificate-seeking undergraduates within 150% of normal time to program completion, by race/ethnicity: 2002 cohort



NOTE: For this survey year, institutions could report race and ethnicity using both 1977 (old) and 1997 (new) Office of Management and Budget categories. Categories shown in this figure are derived by adding comparable categories from both old and new; however, the "Two or more races" category appears only in the 1997 version. For more information about disaggregation of data by race and ethnicity, please see the Methodological Notes at the end of this report. The graduation rates are the Student Right-to-Know (SRK) rates. For more information see the Methodological Notes at the end of the report. N is the number of institutions in the comparison group. At least three values in the comparison group are required to calculate the median.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Graduation Rates component.

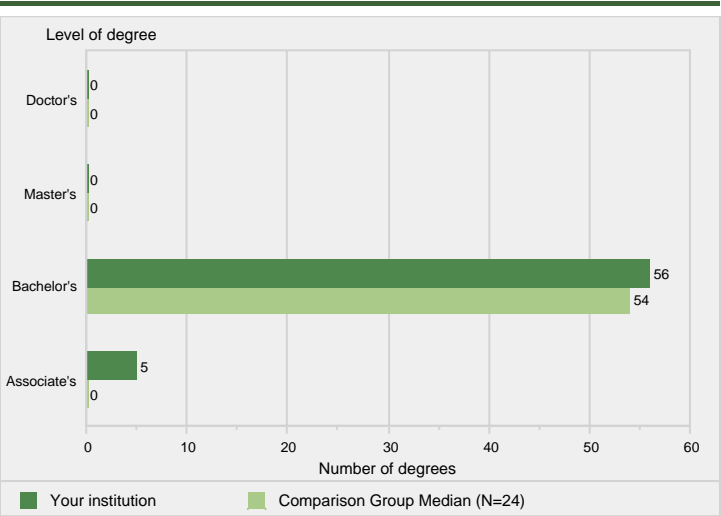
Figure 15. Bachelor's degree graduation rates of full-time, first-time, degree/certificate-seeking undergraduates within 4 years, 6 years, and 8 years: 2000 cohort



NOTE: The 4-year and 6-year graduation rates are the Student Right-to-Know (SRK) rates; the 8-year rate is calculated using the same methodology. For more information see the Methodological Notes at the end of the report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Graduation Rates component.

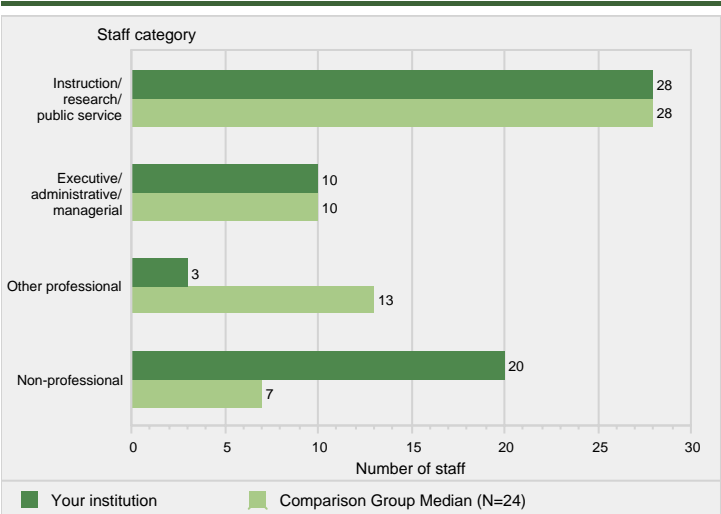
Figure 16. Number of degrees awarded, by level: Academic year 2007-08



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Completions component.

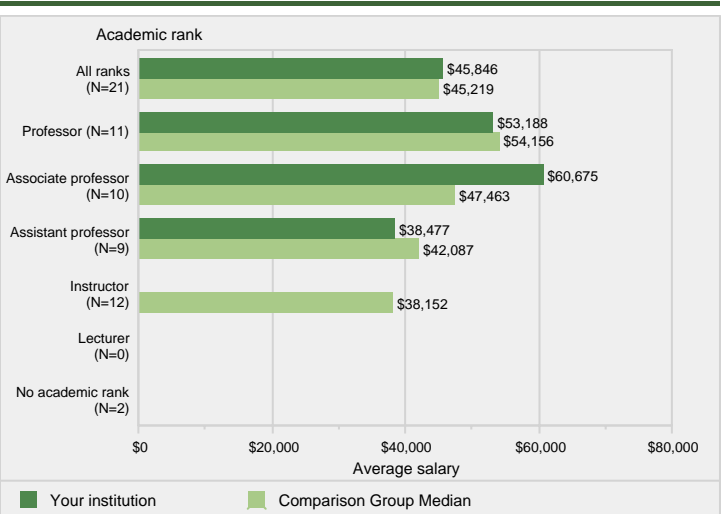
Figure 17. Full-time equivalent staff, by assigned position: Fall 2008



NOTE: Graduate assistants are not included in this figure. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2008-09, Human Resources component.

Figure 18. Average salaries of full-time instructional staff equated to 9-month contracts, by academic rank: Academic year 2008-09

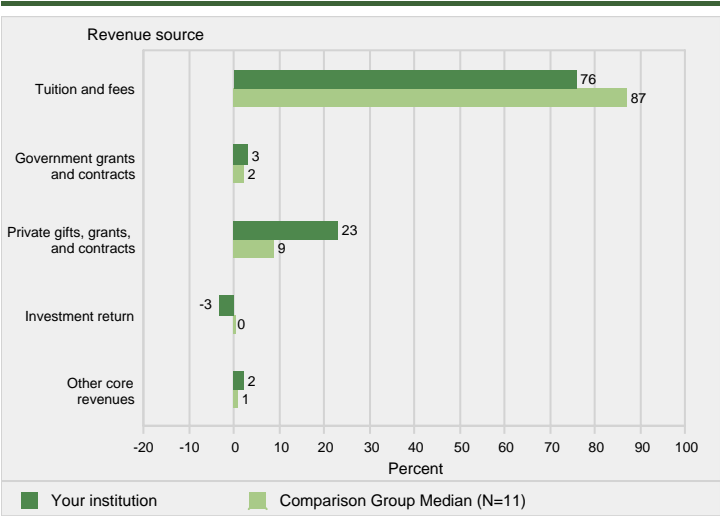


NOTE: Average full-time instructional staff salaries for 11/12-month contracts were adjusted to 9-month average salaries by multiplying the 11/12-month salary by .8182. Salaries based on less than 9-month contracts are not included. Medical school staff salaries are not included. N is the number of institutions in the comparison group. At least three values in the comparison group are required to calculate the median.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2008-09, Human Resources component.

IPEDS DATA FEEDBACK REPORT

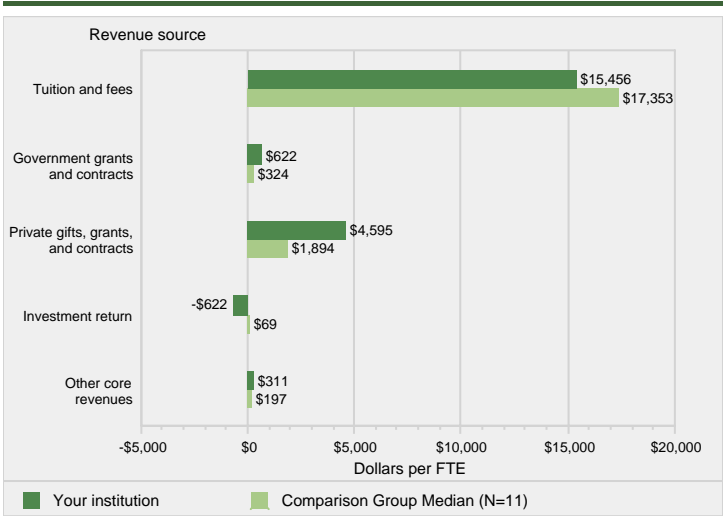
Figure 19. Percent distribution of core revenues, by source: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For a detailed definition of core revenues, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Finance component.

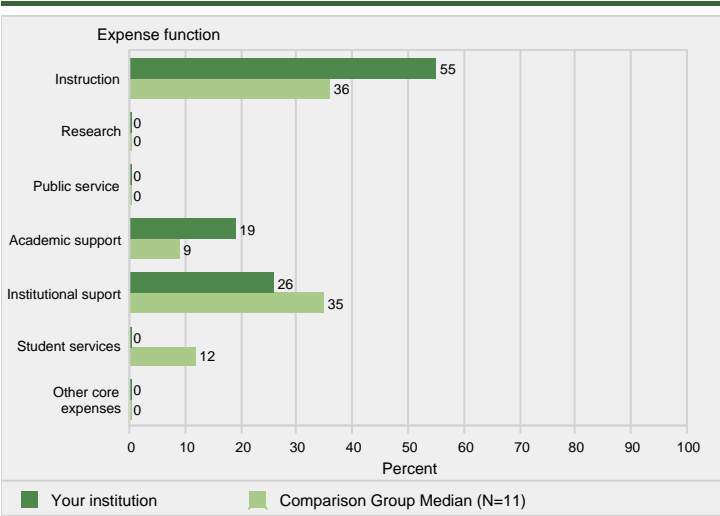
Figure 20. Core revenues per FTE enrollment, by source: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For details on calculating FTE enrollment and a detailed definition of core revenues, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, 12-month Enrollment component and Spring 2009, Finance component.

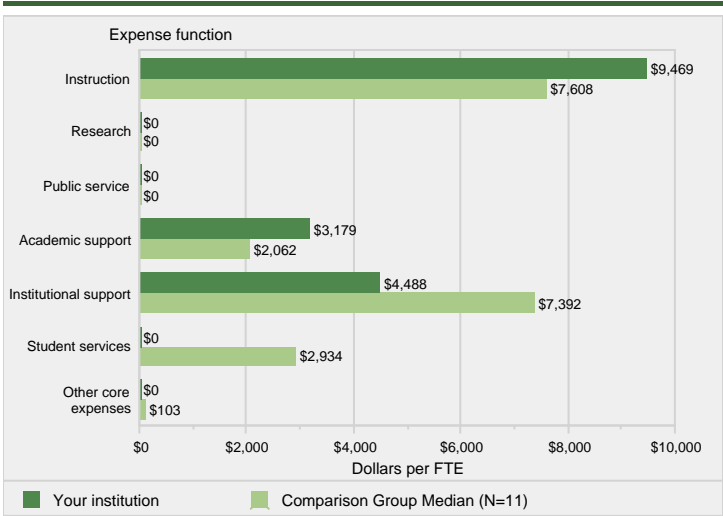
Figure 21. Percent distribution of core expenses, by function: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Finance component.

Figure 22. Core expenses per FTE enrollment, by function: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. Expenses per full-time equivalent (FTE) enrollment, particularly instruction, may be inflated because finance data includes all core expenses while FTE reflects credit activity only. For details on calculating FTE enrollment and a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, 12-month Enrollment component and Spring 2009, Finance component.

## COMPARISON GROUP

Using some of your institution's characteristics, a group of comparison institutions was selected for you. The characteristics include Carnegie Classification of Special Focus Institutions--Schools of art, music, and design, highest level of offering is the bachelor's degree and enrollment of a similar size. This comparison group includes the following 24 institutions:

- ▶ American Academy of Art (Chicago, IL)
- ▶ Chester College of New England (Chester, NH)
- ▶ Cleveland Institute of Art (Cleveland, OH)
- ▶ College of Visual Arts (Saint Paul, MN)
- ▶ Columbia College Hollywood (Tarzana, CA)
- ▶ Cornish College of the Arts (Seattle, WA)
- ▶ Design Institute of San Diego (San Diego, CA)
- ▶ Interior Designers Institute (Newport Beach, CA)
- ▶ International Academy of Design and Technology (Troy, MI)
- ▶ Kansas City Art Institute (Kansas City, MO)
- ▶ Milwaukee Institute of Art & Design (Milwaukee, WI)
- ▶ Montserrat College of Art (Beverly, MA)
- ▶ Musicians Institute (Hollywood, CA)
- ▶ New Hampshire Institute of Art (Manchester, NH)
- ▶ Northwest College of Art (Poulsbo, WA)
- ▶ O'More College of Design (Franklin, TN)
- ▶ Paier College of Art Inc (Hamden, CT)
- ▶ Pennsylvania College of Art and Design (Lancaster, PA)
- ▶ Platt College (Aurora, CO)
- ▶ Platt College-San Diego (San Diego, CA)
- ▶ Rocky Mountain College of Art and Design (Denver, CO)
- ▶ The Art Center Design College-Albuquerque (Albuquerque, NM)
- ▶ The Art Center Design College-Tucson (Tucson, AZ)
- ▶ The Art Institute of California-Hollywood (Los Angeles, CA)

# IPEDS DATA FEEDBACK REPORT

## METHODOLOGICAL NOTES

### Overview

This report is based on data supplied by institutions to IPEDS during the 2008-09 survey year. Response rates exceeded 99 percent for most surveys. Detailed response tables are included in IPEDS First Look reports, which can be found at <http://nces.ed.gov/pubsearch/getpubcats.asp?sid=010>.

### Comparison Groups

Comparison group data are included to provide a context for interpreting your institution's statistics. If your institution did not define a Custom Comparison Group for this report by July 14, NCES selected a comparison group for you based on the institutional characteristics detailed immediately above the listing of the comparison group institutions. (If the Carnegie Classification of Institutions of Higher Education was used as an institutional characteristic in the definition of a comparison group, the 2005 Basic version was used.) The comparison group used in this report may not reflect your institution's peer group, or you may wish to compare your institution to other groups. The Executive Peer Tool (ExPT) (<http://nces.ed.gov/ipeds/datacenter/>) can be used to reproduce the figures in this report using different peer groups.

### Use of Median Values for Comparison Group

The value for the focus institution is compared to the median value for the comparison group for each statistic included in the figure. If more than one statistic is presented in a figure, the median values are determined separately for each indicator or statistic. Where percentage distributions are presented, median values may not add to 100 percent. Through the ExPT, users have access to all of the data used to create the figures included in this report.

### Missing Statistics

If a statistic is not reported for your institution, the omission indicates that the statistic is not relevant to your institution and the data were not collected. As such, not all notes listed below may be applicable to your report.

### Use of Imputed Data

All IPEDS data are subject to imputation for total (institutional) and partial (item) nonresponse. If necessary, imputed values were used to prepare your report.

### Data Confidentiality

IPEDS data are not collected under a pledge of confidentiality.

### Disaggregation of Data by Race/Ethnicity

When applicable, some statistics are disaggregated by race/ethnicity. Between survey years 2008-09 and 2010-11, the categories used for the collection and reporting of race/ethnicity data in IPEDS are transitioning to those developed in 1997 by the Office of Management and Budget, and institutions may report using either those categories, the older (1977) categories, or a mixture of both. Therefore, during the transition, only derived categories that present comparable data will be displayed. Detailed information about these changes can be found at <http://nces.ed.gov/ipeds/reic/resource.asp>.

### Postbaccalaureate Degree Categories

In 2008-09 IPEDS, new postbaccalaureate degree categories were introduced as optional. The new categories are Doctor's degree-Research/scholarship, Doctor's degree-Professional practice, and Doctor's degree-Other. In addition, the First-professional degree and certificate categories and the single Doctor's degree category are being phased out. During the transition period, all First-professional students are reflected as graduate students, all First-professional degrees awarded are reflected as Doctor's degrees, and all Doctor's degrees reported under the new categories are aggregated under a single Doctor's degree category, so that data reported by all institutions are comparable.

### Cohort Determination for Reporting Student Financial Aid and Graduation Rates

Student cohorts for reporting Student Financial Aid and Graduation Rates data are based on the reporting type of the institution. For institutions that report based on an academic year (those operating on standard academic terms), student counts and cohorts are based on fall term data. Student counts and cohorts for program reporters (those that do not operate on standard academic terms) are based on unduplicated counts of students enrolled during a full 12-month period.

### Description of Statistics Used in the Figures

#### Core Expenses

Core expenses for public institutions using the Governmental Accounting Standards Board (GASB) standards include expenses for instruction, research, public service, academic support, institutional support, student services, operation and maintenance of plant, depreciation, scholarships and fellowships, other expenses, and nonoperating expenses. Core expenses for private, not-for-profit and public institutions reporting under the Financial Accounting Standards Board (FASB) standards include expenses for instruction, research, public service, academic support, student services, institutional support, net grant aid to students, and other expenses. For all institutions, core expenses exclude expenses for auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations. Expenses for operation and maintenance of plant for GASB institutions are included in other core expenses, but are allocated to each of the other functions for FASB institutions.

#### Core Revenues

Core revenues for public institutions reporting under GASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment income; other operating and nonoperating sources; and other revenues and additions. Core revenues for private, not-for-profit institutions (and a small number of public institutions) reporting under FASB include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment return; sales and services of educational activities; and other sources. Core revenues for private, for-profit institutions reporting under FASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private grants and contracts; net investment income; sales and services of educational activities; and other sources. In general, core revenues exclude revenues from auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations.



## *Endowment Assets*

Endowment assets, for public institutions under GASB standards, and private, not-for-profit institutions under FASB standards, include gross investments of endowment funds, term endowment funds, and funds functioning as endowment for the institution and any of its foundations and other affiliated organizations. Private, for-profit institutions under FASB do not hold or report endowment assets.

## *Equated Instructional Staff Salaries*

Total salary outlays for full-time instructional staff on 11/12-month contracts were equated to 9/10-month outlays by multiplying the outlay for 11/12-month contracted instructional staff by 0.8182. The equated outlays were then added to the outlays for 9/10-month instructional staff to determine an average salary for each rank. Salaries for staff on less-than-9-month contracts are not included.

## *FTE for Enrollment*

The full-time equivalent (FTE) enrollment used in this report is the sum of the institution's FTE undergraduate enrollment and FTE graduate enrollment (as calculated from or reported on the 2007-08 12-month Enrollment component) plus the estimated FTE of first-professional students. Undergraduate and graduate FTE are estimated using 12-month instructional activity (credit and/or contact hours). If applicable, first-professional FTE is estimated by calculating the ratio of full-time to part-time first-professional students from the 2007 fall counts and applying this ratio to the 2007-08 12-month unduplicated headcount of first-professional students. The estimated number of full-time students is added to one-third of the estimated number of part-time students. See "Calculation of FTE Students (using instructional activity)" in the IPEDS Glossary at <http://nces.ed.gov/ipeds/glossary/>.

## *FTE for Staff*

The full-time equivalent (FTE) of staff is calculated by summing the total number of full-time staff from the Employees by Assigned Position (EAP) section of the Human Resources component and adding one-third of the total number of part-time staff.

## *Graduation Rates and Transfer-out Rate*

Graduation rates are those developed to satisfy the requirements of the Student Right-to-Know and Higher Education Opportunity Acts and are defined as the total number of individuals from a given cohort of full-time, first-time, degree/certificate-seeking undergraduates who completed a degree or certificate within a given percent of normal time (for the degree or certificate) before the ending status date of August 31, 2008, divided by the entire cohort of full-time, first-time, degree/certificate-seeking undergraduates minus any allowable exclusions. Institutions are permitted to exclude from the initial cohort students who died or were totally and permanently disabled; those who left school to serve in the armed forces or were called to active duty; those who left to serve with a foreign aid service of the federal government, such as the Peace Corps; and those who left to serve on an official church mission. Transfer-out rate is the total number of students from the cohort who are known to have transferred out of the reporting institution within the same time period, divided by the same adjusted cohort. Only institutions with a mission that includes preparing students to transfer are required to report transfers out.

## *Retention Rates*

Full-time retention rates are defined as the number of full-time, first-time, degree/certificate-seeking undergraduate students who enter the institution for the first time in the fall and who return to the same

institution the following fall (as either full- or part-time), divided by the total number of full-time, first-time, degree/certificate-seeking undergraduates in the fall of first entrance. Part-time retention rates are similarly defined. For 4-year institutions offering a bachelor's degree, this rate is reported only for those students seeking a bachelor's degree. For less than 4-year institutions, the rate is calculated for all degree/certificate-seeking students.

## *Salaries, Wages, and Benefits*

Salaries, wages, and benefits, for public institutions under GASB standards, and private, not-for-profit institutions under FASB standards, include amounts paid as compensation for services to all employees regardless of the duration of service, and amounts made to or on behalf of an individual over and above that received in the form of a salary or wage. Frequently, benefits are associated with an insurance payment. Private, for-profit institutions under FASB standards do not report salaries.

## *Student-to-Faculty Ratio*

An institution's student-to-faculty ratio is calculated by determining the number of FTE students (using Fall Enrollment data) divided by the total FTE instructional staff (using the total Primarily instruction + Instruction/research/public service staff reported on the EAP section of the Human Resources component). For this calculation, FTE for students is equal to the number of full-time students plus one-third the number of part-time students; FTE for instructional staff is similarly calculated. Students enrolled in "stand-alone" graduate or professional programs and instructional staff teaching in these programs are excluded from the FTE calculations. "Stand-alone" graduate or professional programs are those programs such as medicine, law, veterinary, dentistry, social work, or public health, in which faculty teach virtually only graduate-level students (also referred to as "independent" programs).

## *Total Entering (Undergraduate-Level) Students*

Total entering students are students at the undergraduate level, both full- and part-time, coming into the institution for the first time in the fall term (or the prior summer term who returned again in the fall). This includes all first-time undergraduate students, students transferring into the institution at the undergraduate level, and non-degree/certificate seeking undergraduates entering in the fall. Only degree-granting institutions report total entering students.

## *Tuition and Required Fees*

Tuition is defined as the amount of money charged to students for instructional services; required fees are those fixed sum charges to students for items not covered by tuition that are required of such a large proportion of all students that the student who does not pay the charge is an exception. The amounts used in this report are for full-time, first-time, degree/certificate-seeking undergraduates and are those used by the financial aid office to determine need. For institutions that have differential tuition rates for in-district or in-state students, the lowest tuition rate is used in the figure. Only institutions that operate on standard academic terms will have tuition figures included in their report.

## **Additional Methodological Information**

Additional methodological information on the IPEDS components can be found in the publications available at <http://nces.ed.gov/pubsearch/getpubcats.asp?sid=010>. Additional definitions of variables used in this report can be found in the IPEDS online glossary available at <http://nces.ed.gov/ipeds/glossary/>.



[www.ed.gov](http://www.ed.gov)

Institute for Education Sciences

[ies.ed.gov](http://ies.ed.gov)

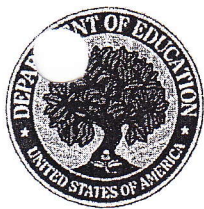
National Center for Education Statistics

[nces.ed.gov](http://nces.ed.gov)

Integrated Postsecondary Education Data System

[nces.ed.gov/ipeds](http://nces.ed.gov/ipeds)

**Ellen L Meyer, President  
Watkins College of Art & Design (ID: 392840)  
2298 Rosa L Parks Blvd  
Nashville, TN 37228**

**UNITED STATES DEPARTMENT OF EDUCATION****FEDERAL STUDENT AID  
SCHOOL ELIGIBILITY CHANNEL****PROGRAM PARTICIPATION AGREEMENT**

Effective Date of Approval: The date on which this Agreement is signed on behalf of the Secretary of Education

Approval Expiration Date: **March 31, 2011**

Reapplication Date: **December 31, 2010**

Name of Institution: **Watkins Institute College of Art & Design**  
dba: **Watkins College of Art & Design**

Address of Institution: **2298 Metrocenter Boulevard**  
**Nashville, TN 37228-1306**

OPE ID Number: **03088800**

DUNS Number: **078226826**

Taxpayer Identification Number (TIN): **620475751**

**The execution of this Agreement by the Institution and the Secretary is a prerequisite to the Institution's initial or continued participation in any Title IV, HEA Program.**

The postsecondary educational institution listed above, referred to hereafter as the "Institution," and the United States Secretary of Education, referred to hereafter as the "Secretary," agree that the Institution may participate in those student financial assistance programs authorized by Title IV of the Higher Education Act of 1965, as amended (Title IV, HEA Programs) indicated under this Agreement and further agrees that such participation is subject to the terms and conditions set forth in this Agreement. As used in this Agreement, the term "Department" refers to the U.S. Department of Education.

**SCOPE OF COVERAGE**

This Agreement applies to all locations of the Institution as stated on the most current ELIGIBILITY AND CERTIFICATION APPROVAL REPORT issued by the Department. This Agreement covers the Institution's eligibility to participate in each of the following listed Title IV, HEA programs, and incorporates by reference the regulations cited.

- **FEDERAL PELL GRANT PROGRAM**, 20 U.S.C. 1070a et seq; 34 CFR Part 690.
- **FEDERAL FAMILY EDUCATION LOAN PROGRAM**, 20 U.S.C. 1071 et seq; 34 CFR Part 682.

RECEIVED  
STUDENT FINANCIAL  
ASSISTANCE  
OSMAN - 2 PM 1:41  
REGION VII



- **FEDERAL DIRECT STUDENT LOAN PROGRAM**, 20 U.S.C. 1087a et seq; 34 CFR Part 685.
- **FEDERAL PERKINS LOAN PROGRAM**, 20 U.S.C. 1087aa et seq; 34 CFR Part 674.
- **FEDERAL SUPPLEMENTAL EDUCATIONAL OPPORTUNITY GRANT PROGRAM**, 20 U.S.C. 1070b et seq; 34 CFR Part 676.
- **FEDERAL WORK-STUDY PROGRAM**, 42 U.S.C. 2751 et seq; 34 CFR Part 675.

## GENERAL TERMS AND CONDITIONS

1. The Institution understands and agrees that it is subject to and will comply with the program statutes and implementing regulations for institutional eligibility as set forth in 34 CFR Part 600 and for each Title IV, HEA program in which it participates, as well as the general provisions set forth in Part F and Part G of Title IV of the HEA, and the Student Assistance General Provisions regulations set forth in 34 CFR Part 668.

*The recitation of any portion of the statute or regulations in this Agreement does not limit the Institution's obligation to comply with other applicable statutes and regulations.*

2.
  - a. The Institution certifies that on the date it signs this Agreement, it has a drug abuse prevention program in operation that it has determined is accessible to any officer, employee, or student at the Institution.
  - b. The Institution certifies that on the date it signs this Agreement, it is in compliance with the disclosure requirements of Section 485(f) of the HEA (Campus Security Policy and Crime Statistics).
3. The Institution agrees to comply with --
  - a. Title VI of the Civil Rights Act of 1964, as amended, and the implementing regulations, 34 CFR Parts 100 and 101 (barring discrimination on the basis of race, color or national origin);
  - b. Title IX of the Education Amendments of 1972 and the implementing regulations, 34 CFR Part 106 (barring discrimination on the basis of sex);
  - c. The Family Rights and Privacy Act of 1974 and the implementing regulations, 34 CFR Part 99;
  - d. Section 504 of the Rehabilitation Act of 1973 and the implementing regulations, 34 CFR Part 104 (barring discrimination on the basis of physical handicap); and
  - e. The Age Discrimination Act of 1975 and the implementing regulations, 34 CFR Part 110.
4. The Institution acknowledges that 34 CFR Parts 602 and 667 require accrediting agencies, State regulatory bodies, and the Secretary to share information about institutions. The Institution agrees that the Secretary, any accrediting agency recognized by the Secretary, and any State regulatory body may share or report information to one another about the Institution without limitation.
5. The Institution acknowledges that the HEA prohibits the Secretary from recognizing the accreditation of any institution of higher education unless that institution agrees to submit any dispute involving the final denial, withdrawal, or termination of accreditation to initial arbitration prior to any other legal action.

## SELECTED PROVISIONS FROM GENERAL PROVISIONS REGULATIONS, 34 CFR PART 668

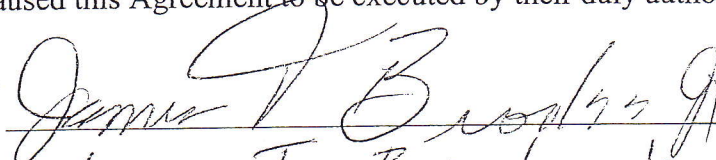
By entering into this Program Participation Agreement, the Institution agrees that:

- (1) It will comply with all statutory provisions of or applicable to Title IV of the HEA, all applicable regulatory provisions prescribed under that statutory authority, and all applicable special arrangements,

**IN WITNESS WHEREOF**

the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Signature of Institution's  
Chief Executive Officer:



Date: 4-29-05

Print Name and Title:

JAMES T. BROOKS, JR.  
President

For the Secretary:

U.S. Department of Education



Date: 5/3/05





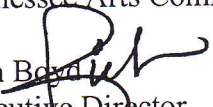
STATE OF TENNESSEE  
**TENNESSEE ARTS COMMISSION**

401 Charlotte Avenue  
Nashville, Tennessee 37243-0780  
<http://www.arts.state.tn.us>  
TDD (615)741-1701

(615) 741-1701

FAX (615)741-8559

MEMORANDUM TO: Tennessee Arts Commission FY2009 Grantees

FROM: Rich Boyd   
Executive Director

DATE: July 1, 2008

SUBJECT: **Required Title VI Self Assessment Survey**

*Title VI of the 1964 Civil Rights Act of 1964* (Title VI) is the federal law that prohibits discrimination based on race, color or national origin, in programs that receive federal financial assistance. Upon signing the statement of *Assurances* on the original grant application form and the grant contract(s) (section D, #8) you commit your organization to compliance of Title VI and other state and federal laws.

*Tennessee Code Annotated*, section 4-21-901 mandates that any agency, which receives federal financial assistance, develop an implementation plan for enforcement and compliance with Title VI. Therefore, in accordance with state regulations and the Commission's Implementation Plan, all contracted grantee organizations are **required** to complete and return the *Title VI Self Assessment Survey* form that is posted on our website at [www.arts.state.tn.us](http://www.arts.state.tn.us) and to display the enclosed poster. Please note that **no payments on FY 2009 grants will be made until the form is completed and returned with your signed grant contract(s).**

You may contact Lisa Hester, the Commission's Title VI coordinator at 615-532-9797 or through electronic mail at [lisa.hester@state.tn.us](mailto:lisa.hester@state.tn.us) for information regarding the law or if you have any questions concerning the forms. You may also visit our web site at [www.arts.state.tn.us](http://www.arts.state.tn.us) to complete and print the survey form(s).

Title VI is an excellent tool for assisting the Commission and its contracted grantees in reaching our access goals. Thank you for your cooperation in completing the form and for your assistance in implementing our plan and reaching our access goals.

Enclosure





## TENNESSEE ARTS COMMISSION

### Title VI Self Assessment Survey Form

Type of Survey    ☐ Initial    ☐ Annual    ☒ Other

Date February 12  
Organization Name Watkins College of Art&Design  
Address 2298 Rosa Parks Blvd.  
City Nashville  
State TN  
Zip Code 3  
County Davidson  
Telephone 615-383-4848  
TDD Telephone \_\_\_\_\_  
Email csnyder@watkins.edu  
Web Site www.watkins.edu  
  
Chief Administrator Ellen Meyer  
Title President  
  
Title VI Coordinator Jolly Johnson  
Title Director of Student Life

The following racial data is being collected for compliance with Title VI of the Civil Rights Act of 1964 and will be used in accordance with applicable Federal law. Submission of racial data is voluntary however; this form must be completed to the best of your ability and returned to the Tennessee Arts Commission so that your organization's compliance efforts can be reviewed.

1. What is the racial composition (%) of the population in your geographic service area?  
Caucasians 80    Persons of Color 20    Total 100
2. What is the racial composition of your advisory or governing board?  
# of Caucasians 22    # of Persons of Color 5    Total 27

## Title VI Self Assessment Survey Form

3. How are board members selected?

The Board of Trust votes approval or disapproval of candidates nominated by the Membership and Board Operations Committee of the Board. All board members are charged with cultivating prospects for board membership. With help from the administration the Operations Committee tracks race, gender, age and other diversity factors to assure a quality representation of the community.

4. What is the length of the term members serve on your advisory or governing boards?

3 years

5. If no persons of color serve on your advisory or governing boards, what steps will be or have been taken to obtain diversified ethnic representation?

N/A

6. Does your agency have a written policy of nondiscrimination stating that services or opportunities will be provided to all persons without regard to race, color, or national origin?

☒ Yes Please cut and paste a copy of your policy in the box below.

☐ No When will your policy be developed and submitted? \_\_\_\_\_

Please paste policy here:

Watkins College of Art, Design and Film makes no distinction in its employment, contracting, or admissions policies or procedures, including the awarding of scholarships or other forms of financial assistance on the basis of age, sex, religion, race, color, sexual orientation, national origin, or disability. Watkins welcomes students, faculty, and staff of all ages, ethnicities and cultures.

## Title VI Self Assessment Survey Form

7. Are artist and/or consultants of color given equal opportunity for participation in projects and programs?

☒ Yes Please name the consultations, projects, or programs.

Bachelor of Fine Arts programs in film, fine art, graphic design, interior design and photography. Community Education for non-degree seeking adults, children and teens. Public lectures, exhibits, films and workshops.

☐ No Please explain:

8. Are performances, workshops, exhibits, and auditions open to and advertised to the public without regard to race, color, or national origin?

☒ Yes Where are your events advertised?

Print media, web, direct mail announcements, recruiting fairs and admissions preview sessions reaching donors, prospective donors, students and prospective students, parents, alumni, state and local legislators, colleagues, other colleges and schools.

☐ No Please explain:

## Title VI Self Assessment Survey Form

9. Are populations of color part of your audience?

☒ Yes    What percentage from the previous year? 20%

☐ No    Please explain why or describe your efforts to include this population.

10. Has your organization received any complaints based on Title VI of the Civil Rights Act of 1964?

☐ Yes

☒ No

Please feel free to attach additional sheets of information if needed.



Σ- copy to MEL & me - but this  
in grant folder - covered  
letter



Norree Boyd, Executive Director

Metropolitan Nashville Arts Commission

Karl Dean, Mayor

800 2nd Avenue South, 4th Floor \* PO Box 196300 \* Nashville, Tennessee 37219-6300

Phone: (615) 862-6720 Fax: (615) 862-6731

July 31, 2008

Cathy Snyder  
Watkins College of Art and Design  
2298 Rosa Parks Blvd.  
Nashville, TN 37228

Dear Cathy,

Congratulations! The Metropolitan Nashville Arts Commission is pleased to award your organization a \$71,522 Basic Operating Support I grant for fiscal year 2009.

We've made some changes to the FY09 grants program to make the process easier and information more accessible. A new function added to our web site includes *Report Forms* located at the left of the Grants Program web page.

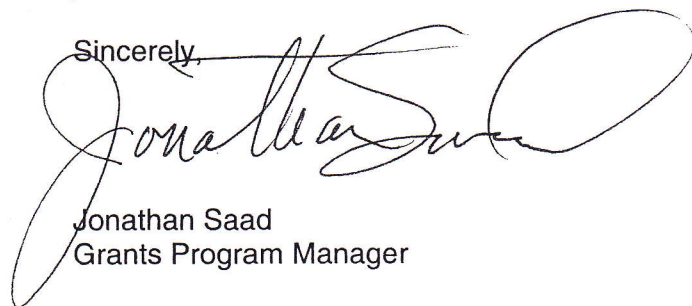
Log on to <http://www.artsnashville.org/grantapp/finalize/>

Use your USER ID (email address) and PASSWORD from the application process to access the REVISED AWARD BUDGET FORM. Because your organization was not awarded the total amount of your request, you will need to revise your budget to correspond with your grant award. This revised award budget form will replace your original budget projection and become part of the contract. Please complete the revised budget information form and submit electronically by **Monday, August 18, 2008**. A grant contract and related materials will be mailed to you as soon as award recipients have provided their updated information.

*Please note: no grant funds may be obligated toward the funded project until a contract between your organization and the Metro Arts Commission has been executed and approved by all parties.*

If you have any questions, please feel free to call or email me at 862-6744 or [jonathan.saad@nashville.gov](mailto:jonathan.saad@nashville.gov).

Sincerely,



Jonathan Saad  
Grants Program Manager

[www.artsnashville.org](http://www.artsnashville.org)  
e-mail: [arts@nashville.gov](mailto:arts@nashville.gov)

# Grant Application

**FY2009**

## 1. Applicant organization information

Organization name Watkins College of Art and Design			
Address 2298 Rosa Parks Blvd.		Phone (615) 383-4848	Fax (615) 383-4849
City Nashville	County Davidson	State TN	Postal code 37228
E-mail csnyder@watkins.edu		Web site www.watkins.edu	
FIN 62-0475751	Full-time persons on staff 83	Part-time persons on staff 48	Number of persons on board 30
Date of incorporation 04/18/1974	Council District 2	State House District 54	State Senate District 19
Current fiscal year start 07/01/2007	Current fiscal year end 06/30/2008	Has address changed since last application? Yes	

## 3. Grant information

Grant type Basic Operating Support I	Grant description Operating
Grant cost \$460,300	Collaborating groups

## 2. Proposal contact person

First name Cathy	Last name Snyder	Title VP Institutional Advancement	
Address 2298 Rosa Parks Blvd		Home phone (615) 297-2988	Business phone (615) 277-7401
City Nashville	State TN	Postal code 37228	E-mail csnyder@watkins.edu
Add'l contact info Cell phone 615-426-0724			

## 3. Proposal data

Artists participating 21	Persons benefiting 20,000	How was this number determined? Community participants, artist/teachers, students, community artists, other art college collaborators, actors, intern directors, outreach participants including Pencil Partner school, exhibit visitors, prospective students and their parents, donors and patrons, local high school art educators, alumni, gallery owners.
Council Districts where programming will take place		Estimated program attendees by cultural identities



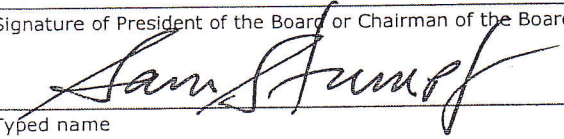


# Grant Application

**FY2009**

## I. Assurances

1. If financial assistance is awarded, the applicant hereby gives assurance to the Metro Nashville Arts Commission that:  
The activities and services for which financial assistance is sought will be administered by the applicant organization;  
Any funds received as a result of this application will be used solely for the project described;  
The applicant will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act Amendments of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and, where applicable, Title IX of the Education Amendments of 1972 as well as all regulations of the National Endowment for the Arts;  
The undersigned has been duly authorized by the applying organization to submit this application; and  
The applicant is a non-profit entity as defined by the I.R.S.
2. I certify that all information contained in this application, including all attachments and supporting materials, is true and correct to the best of my knowledge.
3. Signature of President of the Board or Chairman of the Board (in blue ink).  
**Please sign the printed form.**

Signature of President of the Board or Chairman of the Board (in blue ink) 	Title Chairman of the Board	Date 03/24/2008
Typed name Sam Stumpf	Home phone (615) 383-9109	Business phone (615) 742-6200

## II. Required-attachment checklist

- ☒ This application form with original signatures in blue ink plus seventeen (17) copies.
- ☒ IRS Letter of Determination. One (1) copy.
- ☒ One-page organization mission statement and history. Eighteen (18) copies.
- ☒ Job descriptions and a brief history of experience for key administrative and artistic personnel. Résumés may be included if applicable. Eighteen (18) copies.
- ☒ Current Board of Directors with officers and addresses. Describe on the attachment the board selection criteria your organization uses to address inclusive planning, noting gender and ethnicity. Eighteen (18) copies.
- ☒ Up to three (3) additional pages of narrative. Eighteen (18) sets.
- ☒ Current operating budget (FY2008). Eighteen (18) copies.
- ☒ Projected organizational budget for upcoming fiscal year (FY2009) – if different from the proposal budget. Eighteen (18) copies.
- ☒ An Audited Financial Statement with management letter. Eighteen (18) copies.
- ☒ Support materials – provide no more than five pieces which may include books, brochures, videos, CDs, DVDs, printed Web site pages, programs, newspaper/magazine articles, press releases, etc. Eighteen (18) sets.

**Please note:** Supplying accurate information as well as completeness and clarity of the application package, including all narratives, budgets, and support materials, is the sole responsibility of the applicant. This will affect the review of your application. Please note that prior funding does not guarantee funding for FY2009.

[COPY]

**GRANT CONTRACT  
BETWEEN THE  
THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE  
BY AND THROUGH  
THE METROPOLITAN NASHVILLE ARTS COMMISSION  
AND  
WATKINS COLLEGE OF ART AND DESIGN**

This Grant Contract, by and between the Metropolitan Government of Nashville and Davidson County, Tennessee, by and through the Metropolitan Nashville Arts Commission, hereinafter referred to as the "Grantor" and Watkins College of Art and Design, hereinafter referred to as the "Grantee," is for application number 09-B1-10 for the provision of a Basic Operating Support I grant, as further defined in the "SCOPE OF SERVICES."

The Grantee is a nonprofit charitable or civic organization. The Grantee's address is on file with the Grantor in the Grantee's file for application number 09-B1-10, as attached hereto

The Grantee's place of incorporation or organization is the State of Tennessee.

A. SCOPE OF SERVICES:

- A.1. The Grantee shall employ the funds made available under this grant in accordance with the project/program submitted in the attached application for a Basic Operating Support I grant subject to the Arts Commission's FY2009 Grant Guidelines and to the terms and conditions set forth herein.
- A.2. The Grantee, under this Grant Contract, will spend funds solely for the purpose set forth in application number 09-B1-10.

B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. This Grant Contract shall be effective for the period commencing on July 1, 2008 and ending on June 30, 2009. The Grantor shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Grantor under this Grant Contract exceed \$71,522.00. The Grantee agrees to match with cash the Grantor's compensation under this grant with a minimum sum of \$71,522.00 as identified in application number 09-B1-10. The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment one (1) shall constitute the maximum amount due the Grantee hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the Grantor under this Grant Contract is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless amended pursuant Section D.2 of this Grant Contract.
- C.3. Payment Methodology. Upon execution of the Grant Contract and receipt of the anticipated project schedule, and a signed request for payment, the Grantee may be eligible to receive up to eighty percent (80%) of the grant amount. Subsequent payments will be made only after the Grantee has documented monies either spent or obligated (including the grantee's match) toward the project/program. The Grantee shall expend these grant funds and the required match before requesting additional grant funds.



- C.3.a. The final Grant Contract payment shall be made only after the Grantee has completed the project/program and has submitted a final financial report of expenditure documenting a full accounting of the expenditures (in accordance with the Revised Budget on file with the Grantor in the Grantee's file) made in accomplishing this Grant Contract, including its own cash match, identification and amounts of in-kind contributed services (if any), and the evaluation of the project/program. Said financial report shall be in form and substance acceptable to the Grantor.
- C.3.b. The final payment request, financial report of expenditures, and project/program evaluation is to be submitted by the Grantee within thirty (30) days after the ending date of the project/program, or by June 1, 2009, whichever comes first.
- C.3.c. All grant funds and matching monies must be expended within the term of the contract.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "Metropolitan Government Comprehensive Travel Regulations," as they are amended from time to time and subject to the Grant Budget.
- C.5. Expenditures and Accounting. The expenditure of grant funds made available through this Grant Contract and reimbursements under this Grant Contract shall adhere to the line item amounts in the Revised Grant Budget.

If total payments made by the Grantor for the period of this Grant Contract exceed qualifying expenditures, the Grantee shall refund to the Grantor the difference. The refund shall accompany the final expenditure report.

The Grantee's accounting records must be closed out at the end of the Grant Contract period in such a way that no reimbursable expenditures or revenue collections are carried forward.

- C.6. Payment of Invoice/Request for Funds. The payment of the invoice/request for grant funds by the Grantor shall not constitute a waiver of the Grantor's right to object to or question any invoice/request for grant funds or matter in relation thereto. Such payment by the Grantor shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.7. Unallowable Costs. The Grantee's invoice/request for grant funds shall be subject to reduction for amounts included in any invoice/request for grant funds or payment theretofore made which are determined by the Grantor, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.8. Deductions. The Grantor reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Grant Contract between the Grantee, any amounts which are or shall become due and payable to the Grantor by the Grantee.
- C.9. Taxes. Grantor shall not be responsible for any taxes that are imposed on Grantee. Furthermore, Grantee understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Grantor.

D. TERMS AND CONDITIONS:

- D.1. Required Approvals. The Grantor is not bound by this Grant Contract until it is executed by all necessary parties and filed with the Metropolitan Clerk.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials of the Metropolitan Government of Nashville and Davidson County.

- D.3. Termination—Notice. The Grantor may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Grantor. The Grantor shall give the Grantee at least thirty (30) days written notice before the effective termination date.
- D.3.a. The Grantee shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall the Grantor be liable to the Grantee for compensation for any service that has not been rendered.
- D.3.b. Upon such termination, the Grantee shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination—Breach. If the Grantee fails to perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the Grantor shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the Grantor for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Termination—Funding. The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Grantor shall have the right to terminate the Grant Contract immediately upon written notice to the Grantee. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant on or before the effective termination date specified in the written notice. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date.
- D.6. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a sub-grant or subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the Grantor. If such sub-grants or subcontracts are approved by the Grantor, they shall contain, at a minimum, sections of this Grant Contract pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, Publicity, Independent Contractor and Insurance (Sections D.7, D.8, D.9, D.10, D.11 and D.18).
- D.7. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the Grantor as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, sub-grantee or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.8. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- D.8.a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- D.8.b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- D.8.c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.



- D.9. Nondiscrimination. It is the policy of the Grantor not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Grant Contract, Grantee certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State Constitutional or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Public Accountability. If this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee agrees to display a sign stating:
- “NOTICE: This Grantee is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the Grantor Comptroller's toll free hotline:  
1-800-232-5454”
- Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Grant supported services.
- D.11. Publicity. Grantee agrees to make recognition of the Metropolitan Nashville Arts Commission in all promotion, publicity and advertising, and printed programs regarding the program(s) or project(s) funded pursuant to this Grant, e.g., “This program/project is funded in part by the Metropolitan Nashville Arts Commission.”
- D.12. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.13. Records. The Grantee shall maintain documentation for all charges against the Grantor under this Grant Contract. The books, records and documents of the Grantee, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor, the Comptroller of the Treasury, or their duly appointed representatives. The records of the Grantee shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the Grantor of Tennessee*, published by the Tennessee Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Grantor.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Grantor as requested.
- D.16. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements. The Grantee shall obtain prior approval from the Grantor before purchasing any equipment under this Grant Contract.



- D.17. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
- D.18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be employees or agents of the other party for any purpose whatsoever.
- D.19. Insurance. The Grantee, being an independent contractor and not an employee of the Grantor, shall maintain adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees.
- D.20. Grantor Liability. The Grantor shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.22. Compliance With Laws. The Grantee shall comply with all applicable local, state, and federal laws and regulations.
- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee.
- D.24. Venue. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.
- D.25. Attorney Fees. Grantee agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Grant Contract, and in the event Grantor prevails, Grantee shall pay all expenses of such action including Grantor's attorney fees and costs at all stages of the litigation.
- D.26. Completeness. This Grant Contract, including the Grant Budget attached as Amendment 1, is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.27. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.28. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.29. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

E. ADDITIONAL TERMS AND CONDITIONS:

- E.1. Partnership/Joint Venture. Nothing herein shall in anyway be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
- E.2. Notices and Designation of Agent for Service of Process. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice. Grantee provides below the identity and address of its agent for service of process in the event of litigation. The "agent for service of process" is the person identified by the organization as such to the Secretary of State upon incorporation (the Secretary of State's phone number is 741-2286). If an agent has not been identified with the Secretary of State (or if another person is identified below), by identifying an agent here the Grantee indicates it will accept service through the person identified below.

The Grantor:

Metropolitan Nashville Arts Commission  
Norree Boyd, Executive Director  
800 2<sup>nd</sup> Avenue South, 4<sup>th</sup> Floor, P.O. Box 196300  
Nashville Tennessee 37219-6300  
862-6720  
FAX 862-6731

The Grantee:

Cathy Snyder  
Watkins College of Art and Design  
2298 Rosa Parks Blvd.  
Nashville, TN 37228  
(615) 383-4848  
FAX (615) 383-4849

Grantee's Agent for Service of Process:

Name AS LISTED ABOVE

Address, City, State ZIP \_\_\_\_\_

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender. Any communication by facsimile transmission shall also be sent by United States mail the same date of the facsimile transmission.



- E.3. Regulation Requirements. In signing of this Grant, the Grantee agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and, where applicable, Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) and all regulations of the National Endowment for the Arts issued pursuant to these statutes. The Grantee hereby gives assurance that it will immediately take any measures necessary to comply.
- E.4. Inspection. The Grantee agrees to permit inspection of the project and/or services provided for herein, without any charge, by members of the Grantor and its representatives.
- E.5. Indemnification and Hold Harmless. The Grantee agrees to indemnify and hold harmless the Grantor its officers, agents, employees and volunteers from and against:
- E.5.a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional action or omissions of Grantee, its officers, employees and /or agents, including its sub or independent contractors, in connection with the performance of this Grant Contract, and,
- E.5.b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Grantee, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- E.5.c. In the event of any suit or claim based upon the alleged acts, omissions, or negligence of the Grantee, the Grantee shall give the Grantor, immediate notice thereof and shall provide all assistance the Grantor in the Grantor's defense. Nothing contained herein shall be deemed to accord to the Grantee, through its attorney(s), the right to represent Grantor in any legal matter.
- E.5.d. Pursuant to Tennessee Attorney General Opinion 93-01, the Grantor will not indemnify, defend, or hold harmless in any fashion the Grantee from any claims arising from any failure, regardless of any language in any attachment or other document that the Grantee may provide.
- E.5.e. Grantee's duties contained herein shall survive the termination or expiration of this Grant Contract.
- E.6. Effective Date. This Grant Contract shall not be binding upon the parties until it has been signed first by the Grantee and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this grant contract shall be effective as of the date first written above.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures:

Watkins College of Art and Design

Lanaal Estess  
President or Chairman of the Board

9-15-08

DATE

Mary Ellen Blahner  
Chief Fiscal or Operating Officer

9-11-08

DATE

METROPOLITAN NASHVILLE ARTS COMMISSION:

Sandra Duncan  
Norree Boyd, Executive Director

9-24-08

DATE

Sandra Duncan, Interim Executive Director

APPROVED AS TO AVAILABILITY OF FUNDS: ag

Richard M. Lick  
Director of Finance

10/3/08

DATE

APPROVED AS TO INSURANCE:

B. Ch  
Director of Insurance

10/23/08

DATE

APPROVED AS TO FORM AND LEGALITY:

Christy M. Feldman  
Metropolitan Attorney

10/26/08

DATE

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Marilyn D. Swing  
Marilyn Swing

OCT 27 2008

DATE

FUNDING AVAILABLE IN BU #4105000 ART-CONTRIBUTION FOR THE ARCS, OBJ # 55320  
CONTRIBUTE/GRANT AGENCY. agadsen 10/02/08